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8 UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE  
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10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 vs.

13 JAMES MORAN and PAMELA MORAN,

14 Defendants.

CASE NO. CR02-0423C

ORDER

15 This matter comes before the Court on Defendants James and Pamela Moran's motion (Dkt.  
16 No. 1340) seeking the partial release of funds in the Court's registry. Having reviewed the  
17 memoranda, declarations, and exhibits filed by the parties, and considering the complete record in  
18 this matter, the Court finds and rules as follows.

19 In 2001, Defendants retained attorney Peter Mair in Seattle for their criminal defense and  
20 attorney William Waller in Colorado for tax work. (Decl. of James Moran ¶¶ 2–3.) When  
21 Defendants were arrested in Colorado, they directed Mair to transfer “a portion of the money being  
22 held by him in his law firm trust account” to Waller's account in Colorado. (*Id.* ¶ 5.) In December  
23 2002, Waller used \$70,000 of those funds to pay each of Defendants' \$35,000 bond in the Colorado  
24 district court. (*Id.* ¶ 6.) The bonds were then transferred into the Registry in this Court.

25 Several weeks later, the grand jury in this case subpoenaed Mair's billing records related to  
26 his representation of Defendants. In an letter related to that subpoena, Mair's attorney stated his  
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1 understanding that “the government has not intended, and will not prospectively seek to forfeit past  
2 fees or monies [Mair] received in connection with his representation of [Defendants].” (Mot. Ex. 7.)  
3 The United States Attorney affirmed that it would not do so.

4 At Defendants’ sentencing in April 2005, the Court granted the government’s request that  
5 the \$35,000 cash bonds remain in the Registry and then be forfeited when Defendants commence  
6 their respective terms of imprisonment. (See Dkt. No. 1144 at 8.) The Court did so, in part, based  
7 on the likelihood that the primary source for the initial payment to attorney Mair was Defendants’  
8 criminal activities in Costa Rica. That this money found its way through a defense attorney’s trust  
9 account before entering the Court’s Registry does not alter the money’s original source or  
10 forfeitability. Nor does the Court read the letter agreement between Mair’s attorney and the United  
11 States Attorney as excluding from forfeiture monies that Defendants had previously redirected from  
12 Mair to Waller for bond payment. Accordingly, the Court hereby DENIES Defendants’ motion for  
13 partial release of bonds.

14 SO ORDERED this 17th day of July, 2006.

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18 UNITED STATES DISTRICT JUDGE  
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